

Exhibit H

THE PRUDENTIAL INSURANCE COMPANY OF AMERICA
8 Campus Drive
Parsippany, NJ 07054

October 10, 2007

Overnight Courier

J. Ronald Terwilliger
2859 Paces Ferry Road, Suite 1100
Atlanta, GA 30339

William C. MacDonald
6110 Executive Blvd., Suite 315
Rockville, MD 20852

Joseph S. Torg
15 Old Danbury Road, Suite 100
Wilton, CT 06897

CFP Residential, L.P.
2100 McKinney Avenue, Suite 400
Houston, TX 77042
Attention: Harlan R. Crow

Re: Carveout Guaranty dated as of October 18, 2005 (the "Carveout Guaranty"), by J. Ronald Terwilliger, William C. MacDonald, Joseph S. Torg, and CFP Residential, L.P. (each a "Guarantor" and collectively "Guarantors") for the benefit of The Prudential Insurance Company of America ("Lender") in connection with that certain Loan Agreement, dated as of October 18, 2005 (the "Loan Agreement"), between Lender, and Navy Yard Four Associates Limited Partnership, as Borrower ("Borrower")

Ladies and Gentlemen:

Reference is made to the Carveout Guaranty and the Loan Agreement. Capitalized terms used herein without definition shall have the respective meanings provided in the Loan Agreement.

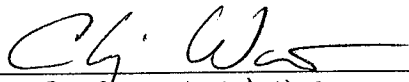
By letter dated August 13, 2007, Lender notified Borrower that an Event of Default had occurred and that Lender intended to take such actions as it deems appropriate under the Loan Documents to protect its interest in the Loan and the Property. By letter dated September 7, 2007, Lender notified Borrower of the acceleration of the Loan. By letter dated September 7, 2007, you were notified that all principal, interest and other sums owed under the Loan Documents were accelerated and are immediately due and payable.

You are hereby notified that Lender demands immediate satisfaction of the Guaranteed Obligations (as defined in the Carveout Guaranty), including, without limitation, the full and prompt payment of all obligations of Borrower under the Loan Documents. Nothing herein shall release, relinquish or impair any rights and remedies of Lender. If you fail to pay the entire amount due, Lender will be entitled to pursue all remedies available to it under the Loan Documents and at law or equity.

Please contact Chip Walters at (973) 683-1628 should you have any questions.

Very truly yours,

The Prudential Insurance Company of America

By: 
Name: Charles J. Walters
Title: VICE PRESIDENT

Cc: Via Facsimile and Overnight Courier

Navy Yard Four Associates Limited Partnership
15 Old Danbury Road, Suite 100
Wilton, Connecticut 06897
Attention: Joseph S. Torg
Telecopy 203-762-2854

Jones Day
325 John H. McConnell Blvd., Suite 600
Columbus, Ohio 43215
Attention: Michael K. Ording
Telecopy: 614-461-4198

Eurohypo AG, New York Branch
1114 Avenue of the Americas, 29th Floor
New York, New York 10036
Attention: Head of Portfolio Operations
Telecopy: 866-267-7680

Eurohypo AG, New York Branch
1114 Avenue of the Americas, 29th Floor
New York, New York 10036
Attention: Legal Director
Telecopy: 866-267-7680

Morrison & Foerster LLP
555 West Fifth Street, Suite 3500
Los Angeles, California 90013-1024
Attention: Marc D. Young
Telecopy: 213-892-5454